

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE CITY OF PAGE

AGREEMENT NO. 82-191

A.G. CONTRACT NO. 82-191

JPA-82-07

NO. 7942

FILED WITH SECRETARY OF STATE

Date 7-30-82  
*Renee Mayfield*

THIS AGREEMENT, entered into this 22nd day of July, 1982, pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF PAGE, a municipal corporation, hereinafter called "CITY".

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement; and

WHEREAS, the City is empowered by Arizona Revised Statutes Section 9-672(B) to enter into this Agreement, and

WHEREAS, it is to the mutual benefit of the STATE and the CITY to enter into an agreement covering the maintenance of those certain State Highways known as US Route 89, US Route 189 and State Route 98, which are State Highways of the STATE OF ARIZONA and which traverse the City over that certain street known as Lake Powell Blvd and State Route 98, which forms the necessary and convenient links for the connection of sections of the aforesaid State Highways and for carrying of such State Highways through said City, as more particularly set forth upon the map attached hereto and marked "Exhibit A", and by reference made a part hereof.

NOW THEREFORE, in consideration of the mutal covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. That the STATE, shall, except as otherwise expressly provided in this agreement, have jurisdiction and control over and be responsible for the maintenance and any needed betterments of the highways as delineated upon the map attached hereto and marked "Exhibit A"; said jurisdiction, control and responsibility shall include:

- a. Betterment and reconstruction of roadway, curbs, sidewalks, medians and channelization.
- b. Bridges and drainage.
- c. Guardrail and fences.
- d. Transportation permits, such as overweight, over-width and overheight, as prescribed by Law.
- e. Permits for highway right-of-way encroachments and use.
- f. Removal of snow, sand, rock, and other debris caused by slides or other unusual causes.
- g. Traffic control devices including electrical devices, signs, striping and marking (except street name and parking).
- h. Highway junction illumination and any other illumination expressly for the safety of the traveling public (including energy charges).

2. That the City shall furnish the STATE information as to annexation of any areas that include State Highways. Following the notification of said annexation, the STATE shall submit to the City an amendment to this agreement, which shall include a revised map.

3. That the City shall, except as otherwise expressly provided in this agreement, have jurisdiction and control over routine maintenance and be responsible for routine maintenance of:

- a. Curbs and Sidewalks.
- b. Sprinkling and irrigation.
- c. Street lighting (other than safety lighting).
- d. Street name signs, parking signs, and marking in accordance with uniform STATE standards.
- e. Roadsides and any roadside park or other unique landscaping development under jurisdiction of the STATE (including water).
- f. Routine street sweeping.

4. That the City shall not allow snow, sand, rocks or other hazardous debris to be dozed or swept into State Highways.

5. That the regulations as set forth on the "Authorized Position of Advertising Signs Along State Highway Right of Way" shall be adhered to as a minimum by the City. A copy of said regulations is attached hereto and marked "Exhibit B" and by reference made a part hereof .

6. That the City shall furnish adequate evidence of full liability and property damage insurance on all employees engaged in performing duties herefore agreed to within the State Highway right of way. The City shall maintain the insurance for the period of this agreement. A copy of the policy is attached hereto and marked "Exhibit C", and by reference made a part hereof.

7. That the City will provide control, in accordance with the STATE'S Traffic Control Manual for Highway Construction and Maintenance, during all maintenance operations by the City on the State Highway right of way.

8. That this agreement shall supersede all previous street maintenance agreements.

9. All work performed under the provisions of this Agreement shall be performed in a manner satisfactory to the STATE.

10. This Agreement shall remain in force and effect until termination by either the STATE or the City upon thirty (30) days written notice of that intent, except, however, that the parties hereto shall retain any continuing obligations contemplated by this Agreement.

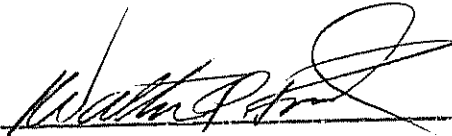
11. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

This Agreement shall be filed with the Secretary of State and shall become effective on the \_\_\_\_\_ day of \_\_\_\_\_, 1982, but in no event prior to its being filed with the Secretary of State.

12. Attached to this Agreement and incorporated herein by reference is "Exhibit E", which is a copy of the written determination of the appropriate attorney that the City of Page is authorized under the laws of this State to enter into this Agreement and that it is in proper form.

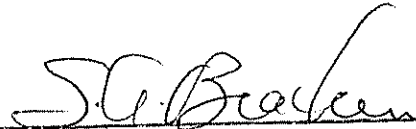
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

BY: 

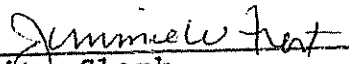
TITLE: Chief Deputy State Engineer

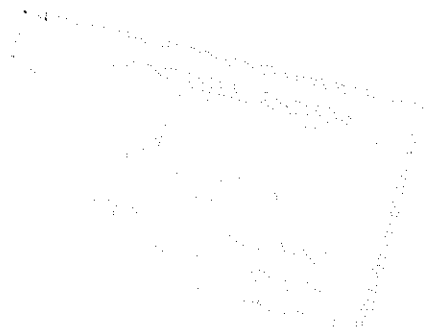
CITY OF PAGE, A municipal corporation

BY: 

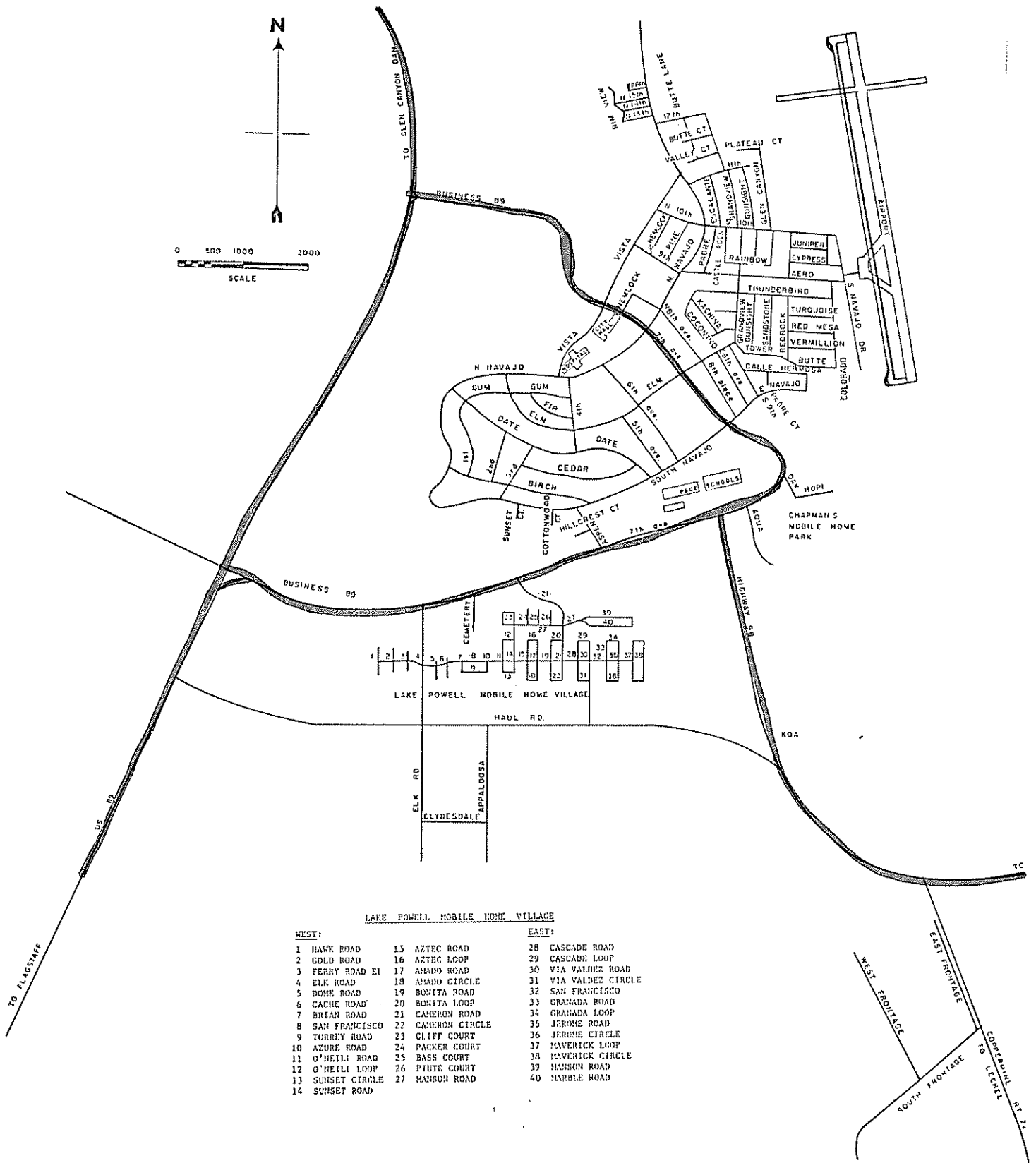
TITLE: Mayor

ATTEST

  
City Clerk



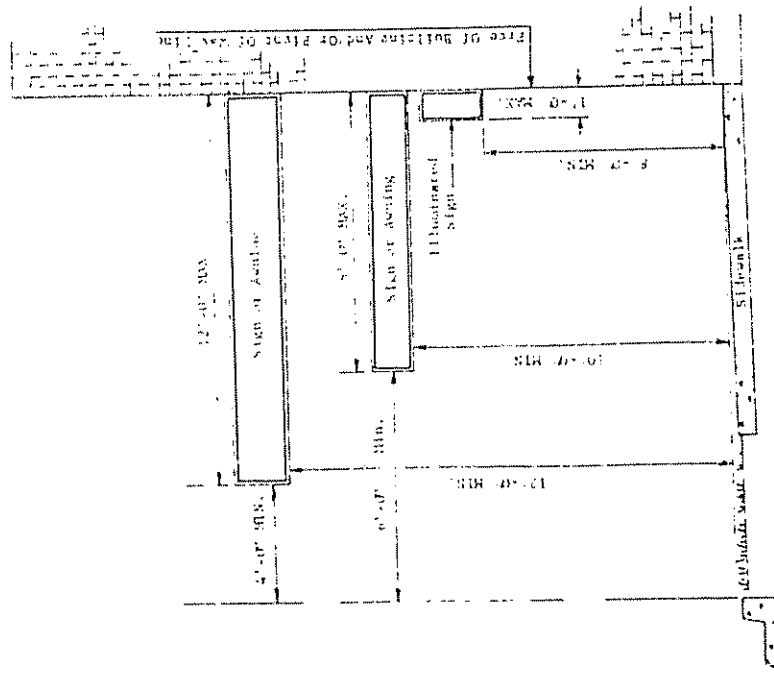
# CITY OF PAGE



## EXHIBIT "B"

## GENERAL NOTES

1. A permit is required for all encroaching overhanging signs and awnings. These signs and awnings are permitted in curbed urban sections for on premise advertising.
2. No advertising signs are allowed on any interstate or Rural Highway right of way. Signs on Frontage Roads within Highway R/W in urban areas are permitted by this standard.
3. Signs with words "Stop", "Slowdown", etc., or signs similar in shape or color to official traffic signs are not permitted.
4. Length of signs and awnings may vary as shown except where City or County ordinances provide smaller maximums.
5. Illuminated signs attached to a building facing the R/W are permitted as shown.
6. An outdoor advertising permit is required for off premise signs.
7. Ground supported or portable signs shall not be placed within any right of way area.



PERMIT REQUIRED

ARIZONA  
DEPARTMENT OF TRANSPORTATION  
HIGHWAYS DIVISION  
STANDARD PLANS  
PERMIT REGULATIONS  
FOR SIGNS AND AWININGS



# Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.  
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY  <b>OLLIVER/PILCHER INSURANCE OF SCOTTSDALE</b> <b>4151 NO. MARSHALL WAY, SUITE #1</b> <b>P.O. BOX 268 • SCOTTSDALE, AZ 85252</b> <b>(602) 994-9650</b>	<b>COMPANIES AFFORDING COVERAGES</b>	
	COMPANY LETTER <b>A</b>	Western Casualty & Surety
	COMPANY LETTER <b>B</b>	Integrity Insurance Company
	COMPANY LETTER <b>C</b>	
	COMPANY LETTER <b>D</b>	
NAME AND ADDRESS OF INSURED  <b>CITY OF PAGE</b> <b>P.O. DRAWER HH</b> <b>PAGE, ARIZONA 86040</b>	COMPANY LETTER <b>E</b>	

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
<b>A</b>	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> PREMISES—OPERATIONS <input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD <input type="checkbox"/> UNDERGROUND HAZARD <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input type="checkbox"/> CONTRACTUAL INSURANCE <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> PERSONAL INJURY <input checked="" type="checkbox"/> <b>Broad Coverage</b>	<b>CM103999</b>	<b>3/1/83</b>	BODILY INJURY	\$	\$
				PROPERTY DAMAGE	\$	\$
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$1,000	\$1,000
				PERSONAL INJURY		\$1,000
				<b>Extension Endorsement</b>		
<b>A</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> HIRED <input checked="" type="checkbox"/> NON-OWNED	<b>CM103999</b>	<b>3/1/83</b>	BODILY INJURY (EACH PERSON)	\$	
				BODILY INJURY (EACH ACCIDENT)	\$	
				PROPERTY DAMAGE	\$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$1,000	
<b>B</b>	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	<b>ISX600383</b>	<b>3/1/83</b>	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$5,000	\$5,000
				STATUTORY		
	<b>WORKERS' COMPENSATION and EMPLOYERS' LIABILITY</b>				\$	(EACH OCCURRENCE)
	<b>OTHER</b>					

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

As respects maintenance of signal lights

**Cancellation:** Should any of the above described policies be cancelled before the expiration date thereof the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

ARIZONA DEPARTMENT OF TRANSPORTATION  
 ATTN: E.F. Gentsch  
 District #5 1801 S. Milton Road  
 Flagstaff, Arizona 86001

DATE ISSUED: 6/24/82

*Richard W. Williams*  
 AUTHORIZED REPRESENTATIVE

Richard W. Williams, CPCU

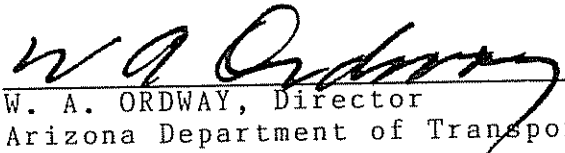
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Exhibit "C"



RESOLUTION

Be it resolved on this date, July 22, 1982 I, W. A. ORDWAY, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, and the City of Page, enter into an intergovernmental agreement for the purpose of maintaining those certain State Highways known as US Route 89, US Route L89 and State Route 98, which are State Highways of the State of Arizona and which traverse the City over that certain streets known as Lake Powell Blvd. and State Route 98, which form the necessary and convenient links for the connection of sections of the aforesaid State Highways and for carrying of such State Highways through said City.

  
W. A. ORDWAY, Director  
Arizona Department of Transportation



## City of Page

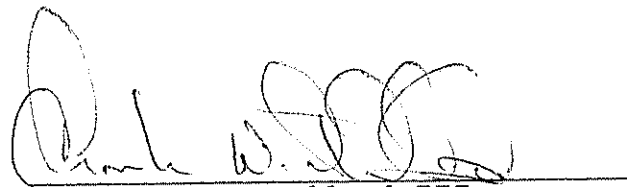
Charles W. Stoddard III  
City Attorney  
P.O. Drawer M  
Page, Arizona 86040  
(602) 645-9244

### DETERMINATION OF CITY ATTORNEY

The foregoing Intergovernmental Agreement between the State of Arizona and the City of Page has been reviewed pursuant to A.R.S. §§9-672(B) and 11-952 by me, City Attorney of the City of Page, and I find that it is in the proper form and is within the powers and authority granted to the City of Page.

I do not express an opinion as to the authority of the remaining parties, other than the City of Page, to enter into said agreement.

DATED: May 12, 1982



Charles W. Stoddard III  
City Attorney



OFFICE OF THE  
**Attorney General**

TRANSPORTATION DIVISION  
1275 WEST WASHINGTON  
PHOENIX, ARIZONA 85007  
(602) 255-1680

ROBERT K. CORBIN  
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 82-191, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. Sec. 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 22 day of April, 1982.

ROBERT K. CORBIN  
Attorney General

*Albert Moynihan*  
Assistant Attorney General  
Transportation Division

RESOLUTION NO. 198

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE CITY OF PAGE, PROVIDING FOR THE MAINTENANCE OF STATE HIGHWAYS LOCATED WITHIN THE CITY OF PAGE.

WHEREAS, the City of Page is empowered by A.R.S. Section 11-951 et. seq., to enter into an Intergovernmental Agreement with the State of Arizona covering the maintenance of those certain State Highways known as U.S. Route 89, U.S. Route L 89, also known as Lake Powell Boulevard, and State Route 98 which are State Highways in the State of Arizona and which traverse and portions are located within the said City of Page, and

WHEREAS, it would be to the mutual benefit of the City of Page and the State of Arizona to enter into such an Intergovernmental Agreement,

NOW, THEREFORE, BE IT RESOLVED that the Mayor of the City of Page is authorized to execute on behalf of the City of Page that certain Intergovernmental Agreement between the State of Arizona and the City of Page, which is attached hereto and incorporated herein by reference.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, ARIZONA, this 8 day of June, 1982, by the following vote:

Ayes	<u>6</u>
Nays	<u>0</u>
Abstentions	<u>0</u>
Absent	<u>1</u>

CITY OF PAGE

J. G. Becker  
MAYOR

ATTEST:

James W. Holt  
City Clerk

APPROVED AS TO FORM:

Paul W. [Signature]  
City Attorney